

044
01-21-2011

STATE OF ILLINOIS
CONTRACT

1. THIS AGREEMENT, made and concluded this 8th day of March, 2011,
(for Department use only)

between the State of Illinois, acting by and through the Department of Transportation, known as the party of the first part, and
Sangamo Construction Company

his/their executors, administrators, successors or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payments mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to do all the work, furnish all materials and all labor necessary to complete the work in accordance with the plans and specifications hereinafter described, and in full compliance with all of the terms of this agreement and the requirements of the Engineer under it.

3. And it is also understood and agreed that the Notice to Bidders, Special Provisions, Proposal and Contract Bond, hereto attached, and the Plans for:

Contract No. 93538
Project BRS-732(148)

Macoupin County
FAS Route 732

Section 07-00090-00-BR
District 6

and the "Standard Specifications for Road and Bridge Construction," adopted as specified in the Proposal, are all essential documents of this Contract and are a part thereof.

4. APPLICABLE LAW: This Contract shall be governed by and construed only in accordance with the laws of the State of Illinois. Any action upon, under or by virtue of this Contract, brought by the party of the second part, shall be maintained only in the Illinois Court of Claims and no other court or tribunal of this or any other State or jurisdiction.

5. The contractor and each subcontractor shall maintain books and records relating to the performance of the contract or subcontract and necessary to support amounts charged to the State under the contract or subcontract for the periods established in Section 20-65 of the Illinois Procurement Code; shall make such records available for review and audit by the Auditor General, the Department and any participating Federal agency; and shall cooperate fully with any audit.

6. Obligations of the State shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or Federal Funding source fails to appropriate or otherwise make available funds for this contract.

7. IN WITNESS WHEREOF, The said parties have executed these presents on the date above mentioned.

THE STATE OF ILLINOIS

By the Department of Transportation

By Gary Hannig
Party of the First Part Gary Hannig, Secretary

Michael Layden
Michael Layden Acting Chief Contracts Official
3/8/11
Date



Bill Grunloh
Bill Grunloh
Chief Procurement Officer
3/8/11
Date

Sahgamo Construction Company

Allan Reyhan Jr. Corporate Name
Signature/Date 02/17/11
Allan Reyhan Jr., President
Printed Name and Title
Matthew Reyhan Attest by Signature/Date
Signature/Date 02/17/11
Matthew Reyhan, Secretary
Printed Name and Title

Corporate Name

Signature/Date

Printed Name and Title

Attest by Signature/Date

Printed Name and Title

Corporate Name

Signature/Date

Printed Name and Title

Attest by Signature/Date

Printed Name and Title

(If an Individual)

d/b/a

Party of the Second Part

Signature/Date

Printed Name and Title

(If a Co-partnership)

Signature/Date

Printed Name and Title

Signature/Date

Printed Name and Title

Partners doing business under the firm name of

Party of the Second Part

STATE OF ILLINOIS

CONTRACT BOND

Bond # B 0329785

KNOW ALL MEN BY THESE PRESENTS, That we Sangamo Construction Company

a Corporation organized under the laws of the State of Illinois

and licensed to do business in the State of Illinois, as Principal, and The Cincinnati Insurance Company
(Name of Surety)

and existing under the laws of the State of Ohio, with authority to do business in the State of Illinois, as Surety, are held and firmly bound unto said People of the State of Illinois in the penal sum of

Two million one hundred ninety one thousand six hundred seventeen and 94/100 Dollars (\$2,191,617.94)

lawful money of the United States, well and truly to be paid unto said People of the State of Illinois, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly, severally and firmly by these presents.

THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that whereas, the said Principal has entered into a written contract with the State of Illinois acting through the Department of Transportation, for the Construction of the work designated as:

Contract No. 93538
FAS Route 732

Macoupin County
District 6

Section 07-00090-00-BR

Project BRS-732(148)

which contract is hereby referred to and made a part thereof, as if written herein at length, in and whereby the said Principal has promised and agreed to perform said work in accordance with the terms of said contract, and has promised to pay all sums of money due for any labor, materials, apparatus, fixtures or machinery furnished to such Principal for the purpose of performing such work and has further agreed to pay all direct and indirect damages to any person, firm company or corporation suffered or sustained on account of the performance of such work during the time thereof and until such work is completed and accepted; and has further agreed that this bond shall inure to the benefit of any person, firm, company or corporation to whom any money may be due from the Principal, subcontractor or otherwise for any such labor, materials, apparatus, fixtures or machinery so furnished and that suit may be maintained on such bond by any such person, firm, company or corporation for the recovery of any such money.

NOW THEREFORE, if the said Principal shall well and truly perform said work in accordance with the terms of said contract, and shall pay all sums of money due or to become due for any labor, materials, apparatus, fixtures or machinery furnished to him for the purpose of constructing such work, and shall commence and complete the work within the time prescribed in said contract, and shall pay and discharge all damages; direct and indirect, that may be suffered or sustained on account of such work during the time the performance thereof and until the said work shall have been accepted, and shall hold the People of the State of Illinois and the said Department of Transportation harmless on account of any such damages, and shall in all respects fully and faithfully comply with all provisions, conditions and requirements of said contract, then this obligation to be void; otherwise to remain in full force and effect.

THF	
RLA	
GEB	
KEK	
JTS	
DCC	
TB	
LCB	
DF	
MBG	
MJM	
JG	
TM	
MATERIALS	
RE	

BD 258 (Rev. 09) IL 494-0660

Approved this 8th day of

March, A.D. 2011

Department of Transportation

By Harry Haning
Secretary



IN WITNESS WHEREOF, We have duly executed the foregoing
Obligation this 17th day of
February, AD 2011

Corporate Name Sangamo Construction Company

By Allen
President

Attest Matthew
Corporate Secretary

Surety The Cincinnati Insurance Company

By Ronald A Koopman
P O Box 145496
Attorney in Fact

Street address (Surety)
Cincinnati, Ohio 45250
City, State, Zip Code

State of Illinois } ss.

County of Sangamon

I, Cathy Baulos, a Notary Public in and for said county, in this State
aforesaid, do hereby certify that Allan Reyhan Jr. and Matthew Reyhan to me
personally known to be president and secretary respectively of Sangamo Construction Company

a corporation and also known to me to be the persons whose names are subscribed to the
foregoing instrument, appeared before me this day in person and acknowledged that as such president and secretary respectively, they signed, sealed and
delivered the said instrument as the free and voluntary act of said corporation, for the uses and purposes therein set forth, and that they were duly
authorized to execute the same by the board of directors of said corporation.

Given under my hand and Notarial Seal, this 17th day of February, A.D. 2011

My commission expires 10/13/2013

Cathy Baulos

Notary Public



State of Illinois } ss.

County of Macon

I, Linda L Hopkins, a Notary Public in and for said county, in the State
aforesaid, do hereby certify that Ronald A Koopman
(Attorney in Fact)

who is personally known to me to be the same person who signed the above and foregoing instrument as the Attorney in Fact for
The Cincinnati Insurance Company appears before me this day in person and acknowledged that he

(Surety)

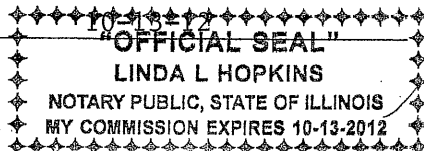
signed the name of The Cincinnati Insurance Company

(Surety)

thereto, as his Principal, and his own name as Attorney in Fact, as the free and voluntary act of his said Principal for the uses and purposes therein set
forth, and that he executed the said instrument under authority given him by his said Principal.

Given under my hand and Notarial Seal, this 17th day of February, A.D. 2011

My commission expires



Linda L Hopkins
Notary Public